

EXHIBIT A

Montreal, QC



Booked items

Your vacation package: Toronto to Montreal

[back to top](#)

Expedia.ca itinerary number: **134621498669**
 Airline ticket number(s): 8381721482737-738
 WestJet confirmation code: LXENOG
 Hotel 1 confirmation number: 106625
 Hotel 2 confirmation number: 106625

Main contact: David Thompson
 E-mail: lmrowka@shlaw.ca
 Cell phone: 1 9055231333 0

Traveller and cost summary

David Thompson	Adult	<u>Add Frequent Flyer number(s)</u>	C\$548.76
Matthew Moloci	Adult	<u>Add Frequent Flyer number(s)</u>	
Flight taxes/fees, Taxes & Fees			C\$316.12
Total amount charged			C\$864.88

Note: The flight portion of your vacation package is charged directly by the airline. This will result in you receiving a separate credit card charge for the flight, but the total charges on your credit card will be equal to the vacation package price.

[View payment history](#)

Flight tickets will be charged to your credit card by the airline. Separate charges will appear for each ticket purchased. All other parts of your trip (including booking fees and insurance) will be charged by Expedia.ca.

Flight summary



Wed 12 Jan 2011

Toronto (YYZ)	to Montreal (YUL)	518 km	WESTJET
Depart 4:30 pm	Arrive 5:43 pm	(322 mi)	Flight: 654
Terminal 3		Duration: 1hr 13mn	

Economy/Coach Class (Seat assignments upon check-in [More Information](#)), BOEING 737-700
 (WINGLETS) PASSENGER

Total distance: 518 km (322 mi)

Total duration: 1hr 13mn

Thu 13 Jan 2011

Montreal (YUL)	to Toronto (YYZ)	518 km	WESTJET
Depart 5:30 pm	Arrive 6:49 pm	(322 mi)	Flight: 483
Terminal 3		Duration: 1hr 19mn	

Economy/Coach Class (Seat assignments upon check-in [More Information](#)), BOEING 737-600
 PASSENGER

Total distance: 518 km (322 mi)

Total duration: 1hr 19mn

Hotel summary



Wed 12-Jan-2011 (1 night)

Nelligan Hotel

106 Saint-paul St W

Check in: Wed 12-Jan-2011

Montreal, QC H2Y 1Z3
Canada

Check out: Thu 13-Jan-2011

Reservation questions: 1 (888) EXPEDIA

For other information contact the hotel: Tel: 1 (514) 788-2040 Fax: 1 (514) 788-2041

Hotel Class: ☆☆☆☆ [More lodging info](#)

Room 1 **Contact:** 1 adult / senior
 David Thompson

Room description: Superior room with King Bed
Includes: Free High-Speed Internet
Nonsmoking/Smoking: Non-Smoking
Room type: 1 KING BED

Room 2 **Contact:** 1 adult / senior
 Matthew Moloci

Room description: Superior room with King Bed
Includes: Free High-Speed Internet
Nonsmoking/Smoking: Non-Smoking
Room type: 1 KING BED

Unless specified otherwise, **rates are quoted in Canadian dollars.**

The price you selected DOES NOT include any applicable service fees, charges for optional incidentals (such as minibar snacks or telephone calls) or regulatory surcharges. The lodging facility will assess these fees, charges and surcharges upon check-out.

Travel insurance summary



You have opted not to purchase Trip Cancellation Coverage.

Rules and restrictions

Travel documents

- For travel outside Canada, most countries require a passport valid for at least six months beyond your return date. In addition, depending on your passport's country of issue and the country you are visiting, you may also need a visa and/or medical inoculations.
- Entry to another country may be refused if all required travel documents are not complete. It is your responsibility to ensure that you have the appropriate travel documentation required by the countries you are travelling to and connecting through, and for re-entry back into Canada. When travelling with children, additional documentation may also be necessary. Please [click here](#) for up-to-date passport, visa and health information.
- Note that living standards in other countries and the standards and conditions with respect to the provision of utilities, services and accommodation may differ from those found in Canada.
- Please contact us with any questions you may have about travel documents and preparation, toll-free at 1(888) EXPEDIA (1-888-397-3342) / (+1-613-780-1386). Expedia.ca is here for you 24/7.

Package Overview

- By purchasing this package, you agree to the [full rules and regulations](#).
- Expedia packages can be cancelled according to the cancellation rules of the individual components making up the packages (see below for the specific rules of the components of your packages).
- You may cancel your hotel without affecting your other travel item(s).
- Your flight may be changed but not cancelled unless noted below.
- You must call 1-888-EXPEDIA (1-888-397-3342) or from outside North America at +1-613-780-1386 to change or cancel your package.
- For residents of Québec, prices include a contribution to the Indemnity Fund of C\$3.50 per C\$1,000 of travel services purchased.

Flight Rules and Restrictions

- These Flight Rules & Regulations apply to special vacation and published airfare, unless expressly indicated otherwise. Published airfare has additional airline rules and regulations that apply and vary depending on the airline and the airfare purchased. Please read all rules and regulations applicable to your airfare carefully.
- Flight details (e.g., aircraft, times), are subject to change.
- All tickets are non-transferable and name changes are not allowed.
- Tickets are valid only on the dates and times indicated unless an exchange is processed. Special vacation airfare cannot be exchanged. Some published fare tickets can be exchanged for travel at a later date, subject to airline approval and the following restrictions:
 - The original ticket holder must use the ticket.
 - The ticket must be used on the same airline.
 - The new ticket must be re-booked prior to the original flight time and date in some cases.
 - Travel on a re-booked ticket must be completed within one year of the date that the original ticket was issued in most cases.
 - The ticket's value is limited to its current face value.
- Please note that the most restrictive set of rules applies to your entire itinerary.
- **Toronto, ON (YYZ-Pearson Intl.) to Montreal, PQ (YUL-Pierre Elliott Trudeau Intl.)**
Tickets are non-refundable.
- **Montreal, PQ (YUL-Pierre Elliott Trudeau Intl.) to Toronto, ON (YYZ-Pearson Intl.)**
Tickets are non-refundable.
- Please read important information regarding [airline liability limitations](#).
- Prices may not include [baggage fees or other fees charged directly by the airline](#).
- See an overview of the [rules and restrictions applicable for this fare](#).
- View the complete [penalty rules for changes and cancellations associated with this fare](#).

Hotel Rules and Restrictions

Montreal: Nelligan Hotel

Property policies

- We understand that sometimes plans fall through. We do not charge a cancel or change fee. However, Nelligan Hotel has cancellation and change fees that we are required to pass on.
Cancellation or Change Policy
 - Cancellations or changes made after 11:59 PM (Eastern Standard Time (US & Canada)) on 10/01/2011 are subject to a hotel fee equal to 100% Cost of Stay.
 - **Changing your stay:** To make changes, please call 1(888) EXPEDIA (1-888-397-3342) / (+1-613-780-1386), and specify that you booked an **Expedia Special Rate** hotel.
 - All refund requests must occur within 60 days of hotel check-out. At the sole discretion of Expedia.ca refunds may be given due to extenuating circumstances.
 - If you wish to book multiple rooms, you must use a different name for each room or the duplicate reservation MAY be cancelled by the hotel.
 - In the case of multiple rooms booked together, penalties apply to each room that is cancelled or changed.
- This hotel requires that you are at least 18 to check in.
- Base rate is for 2 guests.
Guest charges and room capacity
 - Total maximum number of guests per room/unit is 2.
 - Maximum number of adults per room/unit is 2.
 - Maximum number of children per room/unit is 1.
 - Maximum number of infants per room/unit is 1.
 - This property considers guests aged 13 and under, at time of travel, to be children.
 - Availability of accommodation in the same property for extra guests is not guaranteed.
 - The fee for extra adults is C\$50.00 per person.
- Your credit card is charged the total cost above at time of purchase. Prices and room availability are not guaranteed until full payment is received.

Pricing and payment

- Some hotels request that we wait to submit guest names until 7 days prior to check in. In such a case, your hotel room is reserved, but your name is not yet on file with the hotel.
- Rooms are provided by Expedia Travel, under an agency agreement with Expedia.

On-Demand Flight Status

Need up-to-date information for the status of your flight, including gate/terminal location or departure updates?

Your On-Demand flight code is:

EXCA X7CN9GL

Four easy ways to get the latest updates:

1. **SMS*** - Text your flight code to **393939**
2. **Email** - Send the flight code to go@sparq.it
3. **Web** - Enter your flight code at <http://www.expedia-flight.ca/exca>
4. **SPARQCode** - Scan code using your mobile phone

Need more info? [Click here](#)

*Please note: Standard carrier rates apply to SMS

SPARQ 



Special requests

We will forward your requests to the travel vendor, but as these are subject to availability we can not guarantee that they will be honoured. Some special requests (e.g., ski racks, rollaway beds) may incur additional charges from the vendor.

Free and special meals are not available on many flights.

Hotel: Nelligan Hotel

Room 1 : Superior room with King Bed

Nonsmoking/Smoking: Non-Smoking

Room type: 1 KING BED

Room 2 : Superior room with King Bed

Nonsmoking/Smoking: Non-Smoking

Room type: 1 KING BED

Customer Support

Itinerary number: 134621498669

If you have questions about your reservation, fill out our [itinerary assistance form](#). We'll respond within 24 hours: For immediate assistance call Expedia.ca at 1(888) EXPEDIA (1-888-397-3342) / (+1-613-780-1386) and have the itinerary number ready.

Travel Industry Council of Ontario

In accordance with the *Ontario Travel Industry Act, 2002*, this page contains detailed information on the names, addresses and registration numbers applicable to the providers of travel and ticket fulfillment services.

Ticket fulfillment services provided by Tour East Holidays (Canada) Inc., 15 Kern Road, Suite 9, Toronto, Ontario M3B 1S9. TICO Registration No.: 50015827

WESTJET
13JAN11

BOARDING PASS/CARTE D EMBARQUEMENT
FLT/VOL **655** GATE/PRT **A48**
SEQ 69
PNR LXENOG

THOMPSON/DAVID

DEP: MONTREAL

6:30PM

KS YULSS041

ARR: TORONTO INTL

7:49PM

TERMINAL/
AEROGARE

BOARDING TIME/
HEURE D EMBARQUEMENT

SEAT/PLACE

6:00PM

20C

ELECTRONIC/ELECTRONIQUE
8382170680772

THOMPSON/DAVID
GATE/PRT A48
13JAN11
6:30PM
FLT/VOL 655
SEQ 69
PNR LXENOG

DEP: YUL
ARR: YYZ

SEAT/PLACE
20C



WELCOME TO BIENVENUE A
TORONTO PEARSON
INTERNATIONAL AIRPORT
AEROPORT INTERNATIONAL
TERMINAL 3 - POF 13
Paid On:2011/01/13 20:00
Entered:2011/01/12 15:27
TKT#:1712282104

Orig.Fee:	\$	56.00
Prepaid:	\$	0.00
Paid:	\$	56.00
Coins:	\$	0.00
BankNotes:	\$	0.00
Credit:	\$	56.00
HST:	\$	6.44
Change:	\$	0.00
ShortChg:	\$	0.00

CardType: AMEX
HST#: 139759708
MerchantID:00351395
Thank You.
*****1005 Swiped
Purchase 11/01/13 20:00:28
Seq# 112001001067 AUTOPAY13
Auth# 500927
001 APPROVED
00

RELEVÉ DE TRANSACTION

Restaurant A1x
SUITE 701 - Lounge Restaurant
59 St-Jacques, Montreal, QC

ADDITION #617780

CARTE/CARD:AMERICAN EXPRESS
No. *****1005 Expi.: ****
Entree/Entry:Lue/Swiped
Client : DAVID THOMPSON
AUTOR./AUTHOR.:542562
Marchand/Retailer:66086107
TERMINAL:6
REFERENCE:66086107 0010012700 S

PREAUTH **\$33.04**

POURBOIRE/TIP

TOTAL

39 —

00 APPROUVEE - MERCI 025

MERCI - THANK YOU
12 JANVIER 2011 20:52:25
Nom du serveur : Sandra 31

COPIE DU CLIENT

DT + MGM
2 people.

ML
RELEVÉ DE TRANSACTION

VERSES RESTAURANT
BRASSERIE MECHANT BOEUF
124 St-Paul Ouest, Montreal QC

ADDITION #682278

CARTE/CARD: AMERICAN EXPRESS
No. *****1005 Expi.: ****
Entree/Entry: Lue/Swiped
Client: DAVID THOMPSON
AUTOR./AUTHOR.: 547905
Marchand/Retailer: 66086150
TERMINAL: 11
REFERENCE: 66086150 0010017860 S

PREAUTH **\$66.08**

POURBOIRE/TIP

TOTAL

10
76.08

00 APPROUVEE - MERCI 025

MERCI - THANK YOU
13 JANVIER 2011 0:13:22
Nom du serveur: Sabrina N

COPIE DU CLIENT

*DT + MG-M
2 people.*

Zanslite 052121
1/13

WELCOME TO BIENVENUE A
TORONTO PEARSON
INTERNATIONAL AIRPORT
AEROPORT INTERNATIONAL
TERMINAL 3 - POF 14
Paid On:2011/01/13 20:00
Entered:2011/01/12 15:01
TKT#:1779389372

Orig.Fee:	\$	56.00
Prepaid:	\$	0.00
Paid:	\$	56.00
Coins:	\$	0.00
BankNotes:	\$	0.00
Credit:	\$	56.00
HST:	\$	6.44
Change:	\$	0.00
ShortChg:	\$	0.00

CardType: VISA
HST#: 139759708
MerchantID:00351395
Thank You.
*****5748 Swiped
Purchase 11/01/13 20:00:58
Seq# 120001001122 AUTOPAY14
Auth# 017107
001 APPROVED
00

4511 5700 0370 5748 20ndlite 05421

NE RIEN ÉCRIRE AU-DESSUS DE CETTE LIGNE - DO NOT WRITE ABOVE THIS LINE

07/12

MATTHEW MOLOC

PROFESSIONAL CORP

DATE D'EXPIRATION
VERIFIÉE
EXPIRY DATE
CHECKED

COMMIS - CLERK

N° D'AUTORISATION - AUTHORIZATION NO.

DATE

0 1 2 1 1

M M J D A Y

FACTURE INVOICE

Taxi 8165334

DESCRIPTION - DESCRIPTION	MONTANT - AMOUNT
	50 00
TIP	7 00
T.P.S. G.S.T.	
T.V.P. P.S.T.	
VISA TOTAL	57.00

SIGNATURE DU TITULAIRE - CARDHOLDER'S SIGNATURE

LE TITULAIRE S'ENGAGE À REMBOURSER À L'ÉMETTEUR DE LA CARTE LE MONTANT TOTAL FIGURANT SUR CETTE FACTURE, CONFORMÉMENT À LA CONVENTION RÉGISSANT L'UTILISATION DE LA CARTE.

CARDHOLDER WILL PAY TOTAL AMOUNT SHOWN TO CARD ISSUER ACCORDING TO CARDHOLDER AGREEMENT WITH CARD ISSUER.

COPIE DU CLIENT
CUSTOMER COPY

CONSERVEZ CETTE COPIE COMME PREUVE DE VOTRE TRANSACTION
PLEASE RETAIN THIS COPY AS A RECORD OF YOUR TRANSACTION

Zandite 05/21 1/12
RELEVÉ DE TRANSACTION *ST / D. M. M. M.*

VieuxPort Steakhouse

514-866-3175
39 Saint-Paul Est, Montreal QC

ADDITION #881288

CARTE/CARD:VISA

No. *****5748 Expi.: ****

Entree/Entry:Lue/Swiped

AUTOR./AUTHOR.:087650

Marchand/Retailer:66059347

TERMINAL:3

REFERENCE:66059347 0010014420 S

PREAUTH

\$204.78

POURBOIRE/TIP

+ 30.00

TOTAL

\$234.78

01 APPROUVEE - MERCI 027

MERCI - THANK YOU

12 JANVIER 2011 22:36:26

Nom du serveur : YAVOR #29

COPIE DU CLIENT

VieuxPort Steakhouse

514-866-3175

39 Saint-Paul Est, Montreal QC

MER 12 JANVIER 2011

ADDITION #881288-1

TABLE #109

1 CAPPUCINO \$3.75
1 THE MAD HATTER \$98.00
1 ESKA GAZEUSE \$6.00

Plat principal

1 COEUR FILET LANGOUST \$39.00
1 CTR-FILET NY PETONCL \$33.00

SOUS-TOTAL : \$179.75

Taxe Prov. \$16.04

Taxe Fed. \$8.99

TOTAL \$204.78

TPS R-100656339

TVQ 1002067079

BRUNCH TOUS LES DIMANCHES

BRUNCH EVERY SUNDAY

6 SALLES DE BANQUETS

6 BANQUETS ROOMS

Heure: 22:31 2 CLIENTS

MERCI DE VOTRE VISITE!
THANK YOU!

VOUS AVEZ ETE SERVI
PAR : YAVOR #29

RELEVÉ DE TRANSACTION

VieuxPort Steakhouse

514-866-3175

39 Saint-Paul Est, Montreal QC

ADDITION #852312

CARTE/CARD: AMEX

No. *****1005 Expi.: ****

Entree/Entry: Lue/Swiped

AUTOR./AUTHOR: 502154

Marchand/Retailer: 66059347

TERMINAL: 3

REFERENCE: 66059347 0010016890 S

PREAUTH

\$126.42

POURBOIRE/TIP

TOTAL

140

00 APPROUVEE - MERCI 025

DT + MGM
2 people

RELEVÉ DE TRANSACTION

VERSES RESTAURANT
100 SAINT-PAUL OUEST
MONTREAL, QC (514) 788-4000

ADDITION #682331

CARTE/CARD:VISA
No. *****5748 Expi.: ****
Entree/Entry:Lue/Swiped
Client : MATTHEW MOLOCI
AUTOR./AUTHOR.:029079
Marchand/Retailer:66086150
TERMINAL:7
REFERENCE:66086150 0010017930 S

PREAUTH **\$17.03**

POURBOIRE/TIP _____

TOTAL _____

01 APPROUVEE - MERCI 027

MERCI - THANK YOU
13 JANVIER 2011 9:14:31
Nom du serveur : MATIN

COPIE DU CLIENT

Zovlute 05/12/11 1/13.

VERSES RESTAURANT
100 SAINT-PAUL OUEST
MONTREAL, QC (514) 788-4000

JEU 13 JANVIER 2011
ADDITION #682331-1
TABLE #32

1 DEJEUNER 15\$ HOTEL \$15.00
TAXE PROVINCIALE \$1.28
TAXE FEDERALE \$0.75

TOTAL \$17.03

SERVICE/TIPS 3.00

TOTAL : \$ 20.03

#CHAMBRE/ROOM : _____

NOM/NAME : _____

SIGNATURE "MLOCI"

T.P.S.# 144451564
T.V.Q. # 1200660184

Heure: 09:12 1 CLIENT

S.V.P. PAYER A LA TABLE
MERCI ET A BIENTOT

VOUS AVEZ ETE SERVI
PAR : MATIN

4515 0700 0370 5748 2001ite 052121

NE RIEN ÉCRIRE AU DESSUS DE CETTE LIGNE - DO NOT WRITE ABOVE THIS LINE

DATE D'EXPIRATION VERIFIÉE ☐ EXPIRY DATE CHECKED ☐

N° D'AUTORISATION - AUTHORIZATION NO. 1546808

DATE 01/13/11

FACTURE INVOICE

MATTHEW MOLOC
MEM PROFESSIONAL CORP

07/12

Tax 1

COMMIS - CLERK N° NOTE - BILL NO.

MONTANT - AMOUNT 38 00

TAXES

POURBOIRE - TIP 5 00

TOTAL \$ CAN CDN 43 00

SIGNATURE DU TITULAIRE - CARDHOLDER'S SIGNATURE

LE TITULAIRE S'ENGAGE À REMBOURSER À L'ÉMETTEUR DE LA CARTE LE MONTANT TOTAL FIGURANT SUR CETTE FACTURE, CONFORMÉMENT À LA CONVENTION RÉGISSANT L'UTILISATION DE LA CARTE.

CARDHOLDER WILL PAY TOTAL AMOUNT SHOWN TO CARD ISSUER ACCORDING TO CARDHOLDER AGREEMENT WITH CARD ISSUER.

© 2006 - BSA

VISA MasterCard

COPIE DU CLIENT
CUSTOMER COPY

CONSERVEZ CETTE COPIE COMME
PREUVE DE VOTRE TRANSACTION
PLEASE RETAIN THIS COPY AS A
RECORD OF YOUR TRANSACTION



RBC Royal Bank®

Close

Visa

15 Feb 2011

CAD Visa 4516-0700-0370-5730

Statement Details:

Last Statement Date: 3 Feb 2011
 Due Date: 20 Feb 2011
 Last Statement Balance: [REDACTED]
 Minimum Payment: \$10.00

Balance Details:

Current Balance: [REDACTED]
 Credit Limit: [REDACTED]
 Last Payment Date: 14 Jan 2011
 Last Payment Amount: [REDACTED]

i Allow up to 3 days for charges and payments to appear.

Date	Description	Debits	Credits
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
[REDACTED]	[REDACTED]	[REDACTED]	
13 Jan 2011	COOP TAXI DE L OUEST DORVAL QC	57.00	
[REDACTED]	[REDACTED]	[REDACTED]	
13 Jan 2011	GTAA- PAY ON FOOT TORONTO ON	56.00	
13 Jan 2011	WESTJET CALGARY AB	113.00	
13 Jan 2011	COOPERATIVE DE TAXI DE MOMONTREAL QC	43.00	
13 Jan 2011	RESTAURANT VERSES/BRASSERMONTREAL QC	20.03	
12 Jan 2011	RESTAURANT DU VIEUX PORT MONTREAL QC	234.78	
[REDACTED]	[REDACTED]	[REDACTED]	
10 Jan 2011	AL CENTRO HAMILTON ON	37.44	

From: (905) 523-1333
SCARFONE HAWKINS LLP

Origin ID: YHMA



ONE JAMES STREET SOUTH
14th FLOOR
HAMILTON, ON L8P4R5
CA

Ship Date: 26JAN11
Act/Vgt: 0.5 KG
CAD: 101071459/INCA3130

*provide Rust Consulting
CD-Rom in ACT software
format*

Delivery Address Bar Code



Ref # 05L121/CH
Invoice #
PO #
Dept #

SHIP TO: (514) 844-3037

BILL SENDER

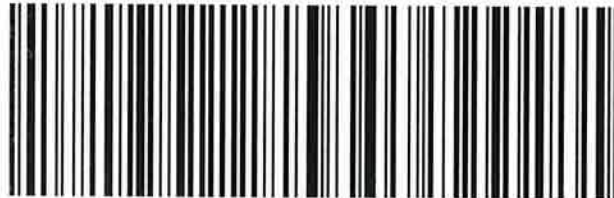
Careen Hannouche
Lauzon Belanger S.E.N.C.
286, rue Saint-Paul Ouest
bureau 100
Montreal, PQ H2Y2A3
CA

THU - 27 JAN A3
PRIORITY OVERNIGHT

TRK# 7966 9675 3630
0451

H2Y 2A3
PQ-CA
YMX

0B YUTA



500G10E777EFB

After printing this label:

1. Use the 'Print' button on this page to print your label to your laser or inkjet printer.
2. Fold the printed page along the horizontal line.
3. Place label in shipping pouch and affix it to your shipment so that the barcode portion of the label can be read and scanned.

Warning: Use only the printed original label for shipping. Using a photocopy of this label for shipping purposes is fraudulent and could result in additional billing charges, along with the cancellation of your FedEx account number.

DEFINITIONS. On this Air Waybill, "we", "our", "us", and "FedEx" refer to Federal Express Canada Ltd., its principals, subsidiaries, branches and affiliates and their respective employees, agents, and independent contractors. The terms "you" and "your" include the shipper, sender, recipient/consignee, and their respective employees, principals, agents and independent contractors. The term "package" means any container or envelope that is accepted by us for delivery, including any such items tendered by you utilizing our automated systems, meters, manifests or waybills. The term "shipment" means all packages which are tendered to and accepted by us on a single Air Waybill. ROAD TRANSPORT NOTICE. Any carriage of your shipment by road may be subject to Federal and Provincial laws, regulations, orders or requirements which may govern and serve to limit our liability for damage, loss, delay, shortage, mis-delivery, nondelivery, misinformation or failure to provide information in connection with your shipment. LIMITATION OF LIABILITY. If not governed by Federal or Provincial laws, regulations, orders, or requirements as described above, FedEx's maximum liability for damage, loss, delay, shortage, mis-delivery, nondelivery, misinformation or failure to provide information in connection with your shipment, even if caused by our negligence or gross negligence, is limited by this Agreement to the amount of actual damages or CDN \$100 per shipment, whichever is less, unless you declare in advance a higher value for carriage as described below, and pay any applicable supplementary charge. FedEx does not provide cargo liability or all-risk insurance, but you may pay an additional charge for each additional CDN \$100 of declared value for carriage. If a higher value for carriage is declared and the additional charge is paid, FedEx's maximum liability will be the lesser of the declared value for carriage or your actual damages. DECLARED VALUE LIMITS. Shipments containing items of extraordinary value are limited to a maximum declared value for carriage of CDN \$500. The maximum declared value we allow for carriage per air waybill for each FedEx® Letter or FedEx® Pak is CDN \$100. Please check the current Worldwide Service Guide and any applicable tariff for further explanation of the declared value limits. If you send more than one package on this Air Waybill, the declared value for carriage of each package will be determined by dividing the total declared value for carriage by the number of packages in the shipment. LIABILITIES NOT ASSUMED. IN ANY EVENT, FEDEX WON'T BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, IN EXCESS OF THE DECLARED VALUE FOR CARRIAGE (INCLUDING BUT NOT LIMITED TO LOSS OF INCOME OR PROFITS) OR THE ACTUAL VALUE OF THE SHIPMENT, IF LOWER, WHETHER OR NOT FEDEX HAD ANY KNOWLEDGE THAT SUCH DAMAGES MIGHT BE INCURRED. FedEx won't be liable for your acts or omissions, including but not limited to, incorrect declaration of the shipment, improper or insufficient packing, securing, marking or addressing of the shipment, or for the acts or omissions of the recipient or anyone else with an interest in the shipment. FedEx won't be liable for damage, loss, delay, shortage, mis-delivery, nondelivery, misinformation or failure to provide information in connection with shipments of cash, currency or other prohibited items. Also, FedEx won't be liable if you or the recipient violate any of the terms of this Agreement. FedEx won't be liable for loss, damage, delay, shortage, mis-delivery, nondelivery, misinformation or failure to provide information in connection with your shipment caused by events FedEx cannot control, including but not limited to, acts of God, perils of the air, weather conditions, acts of public enemies, war, strikes, civil commotions, or acts or omissions of public authorities (including customs and health officials) with actual or apparent authority. You should contact an insurance agent or broker if insurance coverage is desired. We do not provide insurance coverage of any kind. NO WARRANTIES. We make no warranties, express or implied. CLAIM FOR LOSS, DAMAGE OR DELAY. ALL CLAIMS MUST BE MADE IN WRITING AND WITHIN STRICT TIME LIMITS. SEE OUR CURRENT WORLDWIDE SERVICE GUIDE AND ANY APPLICABLE TARIFF FOR DETAILS. We must receive your written notice of a claim for damage or delay, including perishable and spoilage damage claims due to late or delayed delivery, within 21 days after we deliver your shipment and in the case of loss, shortage, mis-delivery, nondelivery, misinformation or failure to provide information, within 90 days after we accept the shipment for carriage. The right to claim damages against us shall be extinguished unless an action is brought within two years from the date of delivery of the shipment or from the date on which the shipment should have been delivered or from the date on which the carriage stopped. Within 90 days after you have notified us of your claim, it must be documented by sending us all relevant information regarding your claim. FedEx is not obligated to act on any claim until all transportation charges have been paid. The claim amount may not be deducted from these charges. If the recipient accepts the shipment without noting any damage on the delivery record, FedEx will assume the shipment was delivered in good condition. In order for us to consider a claim for damage, the contents, original shipping carton and packing must be made available to us for inspection at the delivery location and you must retain all such items until the claim is concluded. RESPONSIBILITY FOR PAYMENT. Even if you give us different payment instructions, you, the shipper, will always be primarily responsible for all charges, including transportation charges, and all duties, assessments, governmental penalties and fines, taxes, and FedEx's legal fees and costs related to shipments tendered under this Agreement. You also will be responsible for any costs FedEx may incur in returning your shipments to you or warehousing them pending disposition. MANDATORY LAW. Insofar as any provisions contained or referred to in this Agreement may be contrary to any applicable laws, government regulations, orders or requirements, such other provisions shall remain in effect as a part of this Agreement to the extent that they are not overridden. The invalidity or unenforceability of any provisions of this Agreement shall not affect any other part hereof. The parties expressly agree that this Agreement be drawn up in the English language. FEDERAL EXPRESS CANADA LTD., Head Office, 5985 Explorer Drive, Mississauga, ON L4W 5K6.